

JESSE PIERRE AND
WANDA PIERRE, INDIVIDUALS

PLAINTIFFS,

VS.

THOR MOTOR COACH, INC.,
A FOREIGN BUSINESS
CORPORATION

DEFENDANT.

19TH JUDICIAL DISTRICT COURT

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

DEPUTY CLERK: _____

FILED: _____

PETITION

NOW COME Plaintiffs, Jesse Pierre and Wanda Pierre, by and through their attorney, Lemon Law Group Partners PLC, and submit the following as their Complaint against Defendant Thor Motor Coach, Inc.

1.

Plaintiffs Jesse Pierre and Wanda Pierre are individuals residing at 103 N. Terrabone Drive, Gray, Louisiana 70359.

2.

Defendant Thor Motor Coach, Inc. is a foreign business corporation licensed to and doing business throughout the State of Louisiana. Thor Motor Coach, Inc. (hereinafter "Defendant Manufacturer" or "Defendant Thor") may be served through its registered agent, CT Corporation System, 3867 Plaza Tower Drive, Baton Rouge, Louisiana 70816.

3.

The transactions and occurrences involved in this action took place in the State of Louisiana, Parish of East Baton Rouge.

4.

On or about April 28, 2018, Plaintiffs purchased a new 2018 Thor Ace, VIN: 1F64FSDYXJ0A08835 from an Authorized Dealership (hereinafter "Vehicle"). Please see Exhibit A: Purchase Agreement.

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5.

At the time of purchase, the Vehicle was accompanied with a Thor factory warranty which, in relevant part, provided for a three 1 (one) year/15,000 mile basic warranty and 2 (two) year/24,000 mile structure warranty (the "Warranty"). Please see Exhibit B: Pertinent Portion of Warranty. Full warranty is in Defendant's Possession.

6.

The Subject Vehicle is registered in the State of Louisiana and was purchased primarily for personal, family, and/or household purposes.

7.

Defendant Manufacturer's warranty covered any repairs or replacements needed during the warranty period and/or due to defects in factory materials or workmanship.

8.

In fact, when delivered, the Subject Vehicle was defective in materials and workmanship, such defects being discovered within the warranty periods and repairs were attempted.

9.

Shortly after purchase, Plaintiffs noticed defects in the vehicle and returned the vehicle to Authorized Dealerships to repair the defects on at least three (3) occasions for defects to the Subject Vehicle including: rear slide topper end cap came off, closet door mirror fell out, left side of screen above couch rattling while driving, headboard crooked, floor coming up under table, blinds in bedroom will not stay up, wires under couch and slides hanging down, plastic cover around cup holders between driver and passenger seat do not stay in place, dashboard radio plate loose, auto level not working properly, panel does not indicate that jacks are up when they are raised, panel below bathroom sink came off, entry door difficult to open from inside, DVD player inoperable, awning malfunctioning and torn, slide rooms do not close completely, slide topper on main slide not located in proper position, jacks not going up or down, cap on slide topper on main slide loose, wires exposed in passenger side second to last compartment,

2

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generator will not start, awning lights inoperable, and bottom of dashboard loose. Please see Exhibit C: Repair Orders.

10.

Subject Vehicle has been out-of-service for at least thirty (30) total days for the aforementioned repairs. Please see Exhibit C.

11.

Despite the prolonged time during which the Subject Vehicle has been out-of-service, Defendant Manufacturer has failed to repair the Subject Vehicle so as to bring it into conformity with the warranties set forth herein.

12.

The defects experienced by Plaintiffs with the Subject Vehicle substantially impaired its use, value, and safety to the Plaintiffs, and have shaken the Plaintiffs' faith in the vehicle to operate as dependable transportation.

13.

Despite Plaintiffs' repeated efforts to allow Defendant Manufacturer the opportunity to conform the Subject Vehicle, many nonconforming and defective conditions were not repaired, and still exist.

14.

The Vehicle still has issues including slide defects.

15.

Plaintiffs directly notified Defendant of the defective conditions of the vehicle on numerous occasions and that they desired a buy-back of the Subject Vehicle, wherein Defendant failed and refused to buy back Plaintiffs' defective Vehicle and to reimburse Plaintiffs pursuant to their rights under State and Federal Laws. Please see Exhibit D: Written Notification, and Exhibit E: Return Receipt.



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16.

This cause of action arises out of the Defendant Manufacturer's Breach of Warranty and violation of the Federal Magnuson-Moss Warranty Act as set forth in this Complaint.

17.

Plaintiffs seek judgment against Defendant in whatever amount that Plaintiffs are entitled to, including equitable relief, consequential damages, along with the costs and expenses of this action.

18.

There is no other pending or resolved civil action arising out of the same transaction or occurrence alleged in this Complaint.

19.

Plaintiffs fully repeat and incorporate Paragraphs 1 through 18, as set forth above.

20.

Defendant Thor extended to Plaintiffs a 1 (one) year/15,000 mile basic warranty and 2 (two) year/24,000 mile structure warranty ("Warranty").

21.

Plaintiffs, seeking to repair the Subject Vehicle, attempted to exercise Plaintiffs' rights under the Warranty.

22.

Defendant Thor has failed to honor the terms of the Warranty.

23.

Defendant Thor has failed or refused to repair the issues which include slide defects.

4



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24.

As a result of the actions set forth above, Defendant Thor has breached its warranty.

25.

As a result of Defendant Thor's breach of warranty, Plaintiffs have, and will continue to, suffer significant monetary and consequential damages.

26.

Plaintiffs fully repeat and incorporate Paragraphs 1 through 25, as set forth above.

27.

This Court has jurisdiction to decide claims brought under 15 USC § 2301 et seq., by virtue of 15 USC § 2301(d)(1)(A).

28.

Plaintiffs are "consumer"s as defined by 15 USC § 2301(3).

29.

Defendant Thor is a "supplier" and "warrantor" as defined by 15 USC § 2301(4)(5).

30.

The Subject Vehicle is a "consumer product" as defined by 15 USC § 2301(6).

31.

15 USC § 2301(D)(1)(A), requires Defendant Thor, as a warrantor, to remedy any defects, malfunction or non-conformance of the Subject Vehicle within a reasonable time and without charge to Plaintiffs, as defined in 15 USC § 2304(d).

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5



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The actions of Defendant Thor as hereinabove described, in failing to tender the Subject Vehicle to Plaintiffs free of defects and refusing to repair or replace the defective vehicle tendered to Plaintiffs, constitute a breach of the written warranties covering the Subject Vehicle; and thus, constitute a violation of the Magnuson-Moss Warranty Act.

33.

Despite repeated demands and despite the fact that the Plaintiffs have complied with all reasonable terms and conditions imposed upon them by Defendant Thor, Defendant Thor has failed and refused to cure any defects and non-conformity with the Subject Vehicle.

34.

As a result of Defendant Thor's breach of factory warranty as set forth above, and Defendant Thor's failure to honor its obligations under its warranties, Plaintiffs have, and will continue to, suffer damages as enumerated above.

35.

Defendant Thor has had a reasonable opportunity to remedy the defects in the vehicle but have failed to do so, thereby entitling Plaintiffs to a refund of the purchase price pursuant to the Magnuson-Moss Warranty Act.

36.

Pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. § 2310(d)(2), Plaintiffs are entitled to recover as part of the judgment, costs and expenses of the suit including attorney's fees based on actual time expended.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment as follows:

- (1) For actual damages according to proof at trial;
- (2) For a refund of the purchase price of Subject Vehicle;
- (3) For Defendant Thor to accept return of Subject Vehicle;
- (4) For attorney's fees and costs of suit incurred herein;

6



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- (5) For such other and further relief as the court deems just and proper under the circumstances;
- (6) That all issues be tried before a jury.

Dated: 28th day of March, 2019

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC

By: Nadine Gills
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Lake Charles, Louisiana 70601
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ngills@lemonlawgrouppartners.com
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Exhibit A

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Itemization of Amount Financed	
Cash Price of Vehicle less down payment or \$399.06	\$98,390.06
Trade-in allowance	\$10,000.00
Less amount on the old car trade-in(s) N/A	\$0.00
Interest on the new car loan(s) under 10 years and over the original car loan(s)	\$0.00
Cash down	\$2,000.00
Delivery charges	\$0.00
Delivery documentation	\$0.00
Delivery preparation deposit	\$0.00
Down Payment (deposit)	\$12,000.00
Unpaid balance of Cash Price (+0)	\$86,390.06
Prepaid insurance (see Fee)	\$0.00
Prepaid taxes (see Fee)	\$94.50
Prepaid options (including options, equipment and initial fit fees)	N/A
LBOC Wash Fee	\$2.00
Insurance premiums paid to insurance company(ies)	\$0.00
Service Contract issued by Assured	\$2,995.00
GAP paid to Safe Guard	\$2,995.00
Anti-Wheel Slipper paid to Safe Guard	\$1,095.00
Documentation fees paid to Dealer	\$99.00
Other	\$0.00
Total Other Charges/AMT Paid in Equity	\$5,890.50
Prepaid Finance Charge	\$0.00
Amount Financed (+0)	\$92,280.50

WEC may retain or refund a portion of any amounts paid to others.**Documentation and Compliance Fee Notice**

This vehicle is authorized by WEC to have it's own mandatory title (AE). The seller, who may be an authorized agent, will charge the title fee when the vehicle is delivered to the buyer and other fees associated with the issuance of the title. The title will be issued to the buyer at the time of delivery.

(This is an electronic copy of the document.)

Insurance Disclosures

Credit insurance: Credit life insurance covers only the portion of the amount you owe under this contract that is due at the time of death. Premiums pay only the portion of the payments due under this contract while you still owe them. This insurance does not cover any amounts in your payment plan that exceed the amount of premium. See the policy or certificate from the named insurance company for the details of the coverage. Premiums are for insurance coverage and for other services and conditions. Credit life insurance does not provide medical care and health care not required to obtain credit and are not a factor in the credit decision. We will not provide them unless you sign and agree to pay the additional premium. If you ever stop such insurance, we will contact you to let you know. You can cancel your coverage at any time by giving us 30 days notice.

Credit Life

Spouse Joint None

Premium: \$0.00 Term: N/A

Policy Number: N/A

Coverage Period: N/A

Policy Type: N/A Premium: N/A

Policy Status: N/A Premium: N/A

Policy ID: N/A Premium: N/A

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<input checked="" type="checkbox"/> Single Interest Insurance: You must purchase single interest insurance coverage for your vehicle. You will receive the coverage from a company of your choice. Please see attached page 2 for the coverage form of insurance you may buy.	
10-00	
N/A	
Additional Protections	
<p>You may buy any of the following voluntary protection plans. They are not required to finance credit, are not a factor in the credit decision, and are not a factor in the terms of the credit or the rental rate of the vehicle. The voluntary protections will not be provided unless you sign and agree to pay the additional cost.</p> <p>You are free to buy them, but you must be disclosed any and all the details of the coverage and how it applies to the vehicle. If an additional charge is made for any of the following, you must receive written notice of the coverage before any such coverage can start.</p>	
Gap Protection:	60 months \$2,995.00 as per Vehicle Service Contract
Gap Waiver or Gap Coverage:	72-months \$1,495.00 as per GAP Contract
Tire & Wheel Protection:	60 months \$1,095.00 N/A
 JULIE PIERRE 04/28/2018 Date	
 WANDA PIERRE 04/28/2018 ID#142	
Additional Terms of the Sales Agreement	
<p>I, Julie Pierre, do hereby consent to the Total Loss Waiver Contract and Security Agreement. The previous 100% of my down payment has been deposited in full, and I have no other security or deposit held by the lessor. I understand and agree that the lessor is entitled to deduct the amount of any security deposit held by the lessor from the final payoff amount of the vehicle if the vehicle is destroyed or damaged during the term of the lease.</p> <p>I acknowledge that I am aware that the lessor may require me to pay the difference between the total payoff amount and the amount of the security deposit held by the lessor if the vehicle is destroyed or damaged during the term of the lease.</p> <p>I have been given the opportunity to purchase the Property and deposit of funds for the Cash Price or the Total Sale Price of the Vehicle at Anytime to the last year of the lease term.</p> <p>I acknowledge that the Total Sale Price is the Total Sale Price less the Security Deposit and the amount of any security deposit held by the lessor.</p> <p>We do not intend to change or replace, and we do not expect to pay any amounts in excess of the total amount of the security deposit held by the lessor if the vehicle is destroyed or damaged during the term of the lease.</p> <p>We do not intend to change or replace, and we do not expect to pay any amounts in excess of the total amount of the security deposit held by the lessor if the vehicle is destroyed or damaged during the term of the lease.</p> <p>The lessor agrees to reduce the principal balance when the principal has been paid off and reduce any remaining principal balance.</p>	
<p>You understand and agree that some payments to third parties are a part of this Contract. You understand and agree that you are subject to us in communications of other companies.</p> <p>You agree that our property will not be leased to a third party.</p> <p>Prepayment of your lease prior to the Contract in full or in part at any time. You agree that we have the option to impose a prepayment charge of \$25 at the time you cancel the Contract, in addition to any cancellation fee as set forth in the Contract. You also agree that you may cancel this Contract prior to the end of the period of protection. We will deduct any initial cancellation premium, plus any other unused or unused resources or services that you paid prior to the date of cancellation. We will also deduct the amount you have unused or unused one time provided by law, and any money or unused financial charges that were not reduced or waived at the following conditions as first. The original amount financed under this Contract is \$3,000.00 or more. 100% of the scheduled term of the Contract is Never. Furthermore, if you cancel this Contract before the scheduled term of the Contract, we will deduct the amount of the original amount financed. If you prepay the end of term of the contract, then we will deduct the amount of the original amount financed. We will deduct the amount of any unused finance charges. The unused amount of the term of the lease, at least 1/3 of the rate of the lease is waived. We will reduce amounts from \$1,100.00.</p> <p>Reduction of payment of principal and interest payment reduction by any Company that is a service of consumer credit, to a sum equal to 5% of the amount of the reduced payment.</p> <p>Government issued identification. This Contract is governed by the laws of Louisiana and binding upon the parties hereto.</p> <p>If the lessor's protection of this Contract is not affordable, the lessor reserves the right to cancel this Contract. You agree to use to contact any legal entity or otherwise to cancel this Contract if it is not affordable.</p> <p>Name and Location. Your name and address set forth in this Contract are your usual legal name and your principal residence. You will provide us with at least 30 days advance before you change your name or principal residence.</p> <p>Telephone Number and Calling. You agree that we may from time to time record and record telephone calls made or received by us or our agents regarding your account to assist the quality of service we offer to service the account or to collect any amount you may owe us, and to advise you that you may not answer from time to time those calls and still be charged as if you had answered. We may also record messages of any kind, and any recording being done is for the purpose of our business purposes only. We may record your account and a third party number in order to reach you.</p> <p>Notices. All notices shall be in writing and shall be given by hand delivery, by mail, by facsimile or by electronic transmission.</p> <p>If you fail to return any document that you have received of this Contract, we may assume that you cannot or will not pay or perform in accordance with the terms of this Contract.</p> <p>If you default upon payment of any amount due under this Contract, we may immediately cancel this Contract and any other extension.</p> <p>If you default upon payment of any amount due under this Contract, we may immediately cancel this Contract and any other extension.</p> <p>You also agree to pay all our collection and enforcement expenses, fees and an amount not exceeding 20% of the amount in default when due.</p> <p>The return of funds occurs only if we have a valid reason for returning the funds.</p> <p>Removal of vehicles from the property. I have all the responsibilities provided by law and the Contract. I have read each.</p> <ul style="list-style-type: none"> • We may repossess your property if you are subject to any legal action brought against you relating to your lease of the vehicle or if you commit any criminal offense. • We may repossess your property if other forms of notice required by the law, rules, regulations, or court orders of the state of Louisiana, federal statute, or all other applicable law, are not served on the vehicle. • We may repossess your property if other forms of notice required by the law, rules, regulations, or court orders of the state of Louisiana, federal statute, or all other applicable law, are not served on the vehicle. • We may repossess your property if you fail to pay the amount you owe us, if allowed by law, or if every reasonable means to collect the amount you owe us has been tried and failed, as may be allowed by law, to collect the amount you owe us under this Contract. • We may repossess the Property and upon what we receive as a result be law or our reasonable judgment, and that amount will be used. • Except as may be provided by law, we will not sell your property without your consent. <p>By choosing any one or more of these remedies, we do not waive our right to take another remedy by deciding not to use any remedy we do not give up our right to consider the event a default if it happens again.</p>	

Exhibit B

Warranty

WHAT THE PERIOD OF COVERAGE IS:

This Limited Warranty provided by Thor Motor Coach, Inc. ("Warrantor") covers those components, assemblies and systems of your new motorhome not excluded under the section "What Is Not Covered", when sold by an authorized dealer. The duration of the limited warranty ends twelve (12) months after you first take delivery of the motorhome from an authorized dealership or after the odometer reaches 15,000 miles, whichever occurs first. However, this Limited Warranty provided by Warrantor covers the steel or aluminum frame structure, only, of the sidewalls (excluding slide outs), roof, and rear and front walls for twenty-four (24) months from the original retail purchase date or the first 24,000 miles of use, whichever occurs first.

If the motorhome is not of the current or prior model year when you take delivery of the motorhome OR you register your new motorhome in a business name or use your motorhome for any rental, commercial or business purposes whatsoever, the duration of the limited warranty ends ninety (90) days after you first take delivery of the motorhome or after the odometer reaches 5,000 miles, whichever occurs first. The duration of the Limited Warranty covering the steel or aluminum frame structure, only, of the sidewalls (excluding slide outs), roof, and rear and front walls ends twelve (12) months after you first take delivery of the motorhome or after the odometer reaches 15,000 miles, whichever occurs first. A conclusive presumption that your motorhome has been used for commercial and/or business purposes arises if you have filed a federal or state tax form claiming any business tax benefit related to your ownership of the motorhome.

LIMITATION AND DISCLAIMER OF IMPLIED WARRANTIES:

IMPLIED WARRANTIES, IF ANY, ARISING BY WAY OF STATE LAW, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE TERM OF THIS LIMITED WARRANTY AND ARE LIMITED IN SCOPE OF COVERAGE TO THOSE PORTIONS OF THE MOTORHOME COVERED BY THIS LIMITED WARRANTY. WARRANTOR DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ON COMPONENTS AND APPLIANCES EXCLUDED FROM COVERAGE AS SET FORTH BELOW. There is no warranty of any nature made by Warrantor beyond that contained in this Limited Warranty. No person has authority to enlarge, amend or modify this Limited Warranty. The dealer is not the Warrantor's agent but is an independent entity. Warrantor is not responsible for any undertaking, representation or warranty made by any dealer or other person beyond those expressly set forth in this Limited Warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

WHAT THE WARRANTY COVERS:

Warrantor's Limited Warranty covers only defects in the workmanship performed and/or materials used to assemble those portions of your motorhome covered by the limited warranty. See also the section "What the Warranty Does Not Cover" set out below. "Defect" means the failure of the workmanship performed and/or materials used to conform to Warrantor's design and manufacturing specification and tolerances.

WHAT WE WILL DO TO CORRECT PROBLEMS:

Warrantor's sole and exclusive obligation is to repair and/or replace, at its option, any covered defect if: (1) you notify Warrantor or one of its authorized servicing dealers of the defect, which is discovered within the warranty coverage period, within ten (10) days of discovering the defect; and (2) you deliver your Motorhome to Warrantor or Warrantor's authorized servicing dealer at your cost and expense. It is reasonable to expect some service items to occur during the warranty period. The performance of warranty repairs shall not extend the original warranty coverage period. Further, any performance of repairs after the warranty coverage period has expired or any performance of repairs to component parts and appliances that are excluded from coverage shall be considered "good will" repairs, which shall not alter the express terms of this limited warranty. If the repair or replacement remedy fails to successfully cure a defect after Warrantor received a reasonable opportunity to cure the defect(s), your sole and exclusive remedy shall be limited to Warrantor paying you the cost of having an independent third party perform repairs to the defect(s). Warrantor may use

Exhibit C

PAGE 2

Work Order # 110760

Job #	Lab Code	Description	Labor	Hours
1	Z990	MISC. LABOR		0.10
2	Z990	MISC. LABOR		0.10
3	Z990	MISC. LABOR		0.10
4	Z990	MISC. LABOR		0.10
5	Z990	MISC. LABOR		0.10
6	Z990	MISC. LABOR		0.10
7	Z990	MISC. LABOR		0.10
8	Z990	MISC. LABOR		0.10
9	Z990	MISC. LABOR		0.10
10	Z990	MISC. LABOR		0.10

Job #	Exode	Description	EXTRAS	QTY
11	882	SHOP SUPPLIES		1

COMMENTS
01-18-19: CUSTOMER DOES NOT HAVE ANY TRIPS OR ANYTHING PLANNED. BUT CUSTOMER
KNOW COULD BE 4-5 DAYS BEFORE UNIT 15 FOLLED INTO SHOP AND LOOKED AT. FD

Continued on page 3

Description	Work Required	Type
/S: MING IS LOOSE IN FRONT OF BOTH DRIVER AND PASSENGER SEATS	W - 0.00	
Job Status: N		
/S: FACE PLATE FOR RADIOS IS LOOSE	W - 0.00	
Job Status: N		
/S: WOOD LOOKING PANEL BEHIND STEERING WHEEL IS LOOSE	W - 0.00	
Job Status: N		
/S: AUTO LEVEL FOR JACKS NOT WORKING PROPERLY. (COMPLETELY JACKS UP THE PASSENGER SIDE OFF OF THE GROUND WHILE THE DRIVER SIDE IS STILL COMPLETELY DOWN)	W - 0.00	
Job Status: N		
/S: WHEN THE JACKS PICKED UP THE CAMPER HEARD A CRACKING SOUND (NOT SURE IF SOMETHING UNDERNEATH OR ON JACK BROKE OR NOT)	W - 0.00	
Job Status: N		
/S: PLASTIC BASE UNDER PASSENGER SEAT COMING OFF	W - 01.00	
Job Status: N		
C/S: PASSENGER SIDE FRONT HYDRAULIC HOSE LEAKING	W - 0.00	
Job Status: N		
C/S: FRAME FOR ENTRY DOOR IS DAMAGED NEAR STRIKER PLATE FROM LAST REPAIR ON DOOR	E - 0.00	
Job Status: N		
C/S: WHEN YOU SLIDE BEDDOCK SLIDE OUT IT POPS AS IF SLIDE IS CATCHING ON SOMETHING	W - 0.00	
Job Status: N		
E/S: BOTH SIDE OF BED BEDIFORM ARE ROUGH AND LOOK AS IF THEY SHOULD HAVE SOME KIND OF COVERING OVER THEM	W - 0.00	

<p style="text-align: center;">CAMPING WORLD RV SALES - LAFAYETTE 33030 NE EVANGELINE THRUWAY LAFAYETTE LA US 70507-3425 337-443-4775</p>																																	
<p>WO Date: 11 OCT 18 SHOP WORK ORDER #: 10149 Tag: 5364 First Name: JESSIE Author: MALLON DENAIS Customer Name: 2625096 PIERRE JESS Stock No: J167243 Address: 103 N TERRABONNE DR Year: 2018 City: GRAY LA Manufacturer: THOR MOTOR COACH Postal/Zip: 70659 Brand: ACB Phone#(reg): 985-688-7476 Model: 27.2 Phone#(bus): Length: Cell Phone: Serial #: AAR02720U1068 Ext. No.: Chassis #: LF68FSDV1U0A08835 Email No.: Miles/Mile: 2928 Promised Date: 17 OCT 18 Purchased Date: 28 APR 18 Completed Date: Warranty Date: 28 APR 18 Invoices: Inservice Date:</p>																																	
<table border="1"> <thead> <tr> <th>Job #</th> <th>Description</th> <th>Work Required</th> <th>Type</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>C/S SLIDE TOPPER ON MAIN SLIDE IS NOT LOCATED IN PROPER POSITION. SHIFTED OVER TO THE RIGHT AND NOT HITTING STOPPERS WHEN CLOSED ALL THE WAY.</td> <td>W</td> <td>0.00</td> </tr> <tr> <td>2</td> <td>Job Status: N C/S JACKS NOT GOING UP OR DOWN</td> <td>W</td> <td>0.00</td> </tr> <tr> <td>3</td> <td>Job Status: N C/S CAP ON SLIDE TOPPER ON MAIN SLIDE TOWARDS FRONT OF UNIT IS LOOSE AND ABOUT TO FALL OFF</td> <td>W</td> <td>0.00</td> </tr> <tr> <td>4</td> <td>Job Status: N C/S WIRES EXPOSED IN PASSENGER SIDE 2ND TO LAST COMPARTMENT</td> <td>W</td> <td>0.00</td> </tr> <tr> <td>5</td> <td>Job Status: N C/S GENERATOR WILL NOT START</td> <td>W</td> <td>0.00</td> </tr> <tr> <td>6</td> <td>Job Status: N C/S CANNOT GET DVD PLAYER TO PLAY. WOULD LIKE US TO LABEL HDMI CORDS</td> <td>W</td> <td>0.00</td> </tr> <tr> <td></td> <td>Job Status: N</td> <td></td> <td></td> </tr> </tbody> </table>		Job #	Description	Work Required	Type	1	C/S SLIDE TOPPER ON MAIN SLIDE IS NOT LOCATED IN PROPER POSITION. SHIFTED OVER TO THE RIGHT AND NOT HITTING STOPPERS WHEN CLOSED ALL THE WAY.	W	0.00	2	Job Status: N C/S JACKS NOT GOING UP OR DOWN	W	0.00	3	Job Status: N C/S CAP ON SLIDE TOPPER ON MAIN SLIDE TOWARDS FRONT OF UNIT IS LOOSE AND ABOUT TO FALL OFF	W	0.00	4	Job Status: N C/S WIRES EXPOSED IN PASSENGER SIDE 2ND TO LAST COMPARTMENT	W	0.00	5	Job Status: N C/S GENERATOR WILL NOT START	W	0.00	6	Job Status: N C/S CANNOT GET DVD PLAYER TO PLAY. WOULD LIKE US TO LABEL HDMI CORDS	W	0.00		Job Status: N		
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<p>Continued on page 2</p>																																	

CWRY SALES - BILOXI
12020 SHERINER BLVD
BILOXI MS
US
39532
226-273-2790

CUSTOMER WORK ORDER # 7448

WO Date:	29 APR 18	First Name:	JESS
Tag#:		CUSTOMER Name:	2625096 PIERRE, JESS
Author:	KAYLA KULP	Address:	109 N TERRABONNE DR.
Stock No:		Postal/Zip:	GRAY, TN 370659
Year:	2018	Phone# (res):	985-688-7478
Manufacturer:	THOR	Phone# (bus):	
Brand:		Cell Phone:	
Model:	ACE	Ext# Cd:	USP
Length:		Ext# NG:	
Serial#:		Email:	
Chassis#:	1T64XSDYXJ0A96815	Promised Date:	29 APR 18
Miles/Hrs:		Completed Date:	1/1/2018
Purchased Date:			
Warranty Date:			
Date In:	29 APR 18		

Job #	DESCRIPTION	INFO INFORMATION
1	COMPLAINT: REAR SLIDE SLIDE TOPPER END CAP CAME OFF. CAUSE: SCREW CAME OUT CAUSING THE SLIDE TOPPER TO UNRAVEL. CORRECTION: TWIST SLIDE TOPPER CAP UNTIL TENSION IS PROPER PLACE BACK IN PROPER BRACKET AND RESECURE WITH LONG SCREW.	
		Parts Total: 0.00
		Labour Total: 0.00
		Sublet Total: 0.00
		Extras Total: 0.00
		Work Order Total: 0.00

DATE VEHICLE DROPPED OFF _____

DATE OF APPOINTMENT _____

REPAIR COMPLETION DATE _____

OWNER NOTIFIED OF COMPLETION @ TIME _____ DATE _____

DATE RELEASED/COLLECTED _____

I/WE, THE UNDERSIGNED, ACKNOWLEDGE THE FOREGOING AS FACTUAL AND I/WE HEREBY ACKNOWLEDGE RECEIPT OF THE COMPLETED WORKORDER. I/WE HAVE INSPECTED MY/OUR VEHICLE AND HAVE EXAMINED THE WORK DONE. I/WE CONFIRM THAT THE REQUESTED WORK HAS BEEN COMPLETED TO MY/OUR SATISFACTION.

Continued on page 2

Work Order # 5448

SIGNATURE OF OWNER

CAMPING WORLD RV SALES - LAFAYETTE
 3030 NE EVANGELINE THRUWAY
 LAFAYETTE LA
 US
 70507-3425
 337-443-4125

CUSTOMER WORK ORDER # 9436

WO Date:	18 JUL 18	First Name:	JESSIE
Tag#:	5064	Customer Name:	PIERRE, JESS
Author:	BALLOON DENAIS	Address:	109 N MERRABONNE DR.
Stock No.:	1467243	City:	GRAY LA
Year:	2018	Postal/Zip:	70659
Manufacturer:	THOR MOTOR COACH	Phone# (res):	985-688-7478
Brand:	ACE	Phone# (bus):	
Model:	27' Q	Cell phone:	
Length:		Fax# (res):	
Serial#:	MR02720041048	Exch. No.:	
Chassis#:	1F64P5DYXJ0A08835	Email:	
Miles/hrs:	2725	Promised Date:	18 JUL 18
Purchased Date:	28 APR 18	Completed Date:	
Warranty Date:	26 APR 18	Invoices:	
InService Date:			

Job # Description JOB INFORMATION

- 1. C/S PLASTIC COVER AROUND CUP HOLDERS BETWEEN DRIVER AND PASSENGER SEAT DO NOT SWAY IN PLACE
- 2. C/S DASH RADIO PLATE AROUND IS LOOSE
- 3. C/S WHEN JACKS ARE RAISED AND THE WAY PANEL DOES NOT SHOW THEY ARE ALL THE WAY UP
- 4. C/S AUTO LEVEL NOT WORKING PROPERLY
- 5. C/S MIRROR FOR CLOSET DOOR FELL OUT
- 6. C/S PANEL BELOW SINK IN BATHROOM CAME OFF
- 7. C/S ENTRY DOOR HARD TO OPEN FROM INSIDE
- 8. C/S DVD PLAYER NOT WORKING WITH TV
- 9. C/S AWNING MALFUNCTIONED AND TORE UP HAD TO GET ROAD SIDE TO REMOVE AWNING AWNING IN COMPARTMENT
- 10. C/S WIRES HANGING UNDERNEATH AT REAR DRIVER SIDE OF UNIT
- 11. C/S YOU CAN SEE DAYLIGHT WHEN SLIDE ROOMS ARE CLOSED

Parts Total:	0.00
Labour Total:	0.00
Sublet Total:	0.00
Extras Total:	0.00
Work Order Totals:	0.00

DATE VEHICLE DROPPED OFF _____

DATE OF APPOINTMENT _____

REPAIR COMPLETION DATE _____

Continued on page 2

PAGE 2

Work Order # 9496

OWNER NOTIFIED OF COMPLETION @ TIME _____ DATE _____

DATE RELEASED/COLLECTED _____

I/WE, THE UNDERSIGNED, ACKNOWLEDGE THE FOREGOING AS FACTUAL AND I/WE HEREBY ACKNOWLEDGE RECEIPT OF THE COMPLETED WORKORDER. I/WE HAVE INSPECTED MY/OUR VEHICLE AND HAVE EXAMINED THE WORK DONE. I/WE CONFIRM THAT THE REQUESTED WORK HAS BEEN COMPLETED TO MY/OUR SATISFACTION.

SIGNATURE OF OWNER _____

CAMPING WORLD RV SALES - LAPAVERTE
3090 NE EVANGELINE THRUWAY
LAPAVETE LA.

BS
70507-3425
837-443-4175

CUSTOMER WORK ORDER # 0899

WO. Date:	15 MAY 18	First Name:	JESS
Tag#:	5218	Customer Name:	PIERRE, JESS
Author:	FALLON, DEWARS	Address:	103 N DOWNEBOONE DR
Stock No.:	1457443	City:	GRAY LA.
Year:	2018	Postal/Zip:	70659
Manufacturer:	THOR MOTOR COACH	Phone (res):	985-688-7478
Brand:	ACE	Phone (bus):	
Model:	27-2	Cell Phone:	
Length:		Ext'n Co.:	GS EXW
Serial#:	AARU2720041068	Ext'n No.:	
Chassis#:	4F64F5DYXJ0A08835	Email:	
Mileage/Hrs:	2001	Proposed Date:	03 JUL 18
Purchased Date:	28 APR 18	Completed Date:	29 JUN 18
Warranty Date:		Invoice#:	
InService Date:			

Job #	Description	Job Information
1	COMPLAINT: C/S. CLOSET DOOR MIRROR HELD OUT, HIT CUSTOMER ON SHOULDER AND CRACKED. 1406-05-18 AUTH PA419518(1) APPROVED 50HR.	
1	CAUSE: FOUND MIRROR FOR CLOSET DOOR OUT OF THE DOOR AND BROKEN. NEED TO R/T CLOSET DOOR. INSTALL NEW MIRROR AND BACKBOARD TO SECURE MIRROR. REQ.	
1	CORRECTION: REMOVED AND REPLACED MIRROR IN CLOSET DOOR. COMPLETE 24 JUNE 18 TW.	
2	COMPLAINT: C/S. LEFT SIDE OF SCREEN ABOVE TOUCH RATTLED WHEN GOING DOWN ROAD. 1406-05-18 AUTH PA419518(1) APPROVED 10HR.	
2	CAUSE: FOUND LEFT SIDE OF SCREEN MISSING CLIPS TO HOLD SCREEN ONTO WINDOW. NEED TO REPLACE HOLDING CLIPS ON SCREEN. REQ.	
2	CORRECTION: REPLACED HOLDING CLIPS ON SCREEN. COMPLETE 24 JUNE 18 TW.	
3	COMPLAINT: C/S. HEADBOARD IS CROOKED. 1406-05-18 AUTH PA419540(1) APPROVED 30HR.	
3	CAUSE: FOUND HEADBOARD IS MOUNTED CROOKED. NEED TO R/T HEADBOARD AND INSTALL STRAIGHT. REQ. 3.	
3	CORRECTION: REMOVED AND REINSTALLED HEADBOARD. COMPLETE 24 JUNE 18 TW.	
4	COMPLAINT: C/S. FLOOR COMING UP UNDER TABLE. 1406-05-18 AUTH PA419540(2) APPROVED 1 HR.	
4	CAUSE: FOUND FLOOR UNDER DINETTE TABLE COMING UP. NEED TO R/T TABLE AND BOTH BOOTHES. RE-SHUGUE FLOORING. INSTANT MOLDING TO HELP SECURE EDGES. AND PUTTY HOLES. REQ. 1 HOURS.	
4	CORRECTION: PEELED BACK FLOOR AND RECLUBD LINOLEUM. COMPLETE 24 JUNE 18 TW.	
5	COMPLAINT: 2 BLINDS IN BEDROOM WILL NOT STAY UP. 1406-05-18 AUTH PA419540(3) APPROVED 60HR.	
5	CAUSE: FOUND 2 WINDOW SHADES IN BEDROOM WILL NOT STAY UP. NEED TO	

Continued on page 2

PAGE 2

Work Order #: 8899

8 CORRECTION: ADJUST STRINGS ON SHADES TO STAY UP. 3 PER SHADE. REQ. 16
 8 COMPLAINT: TIGHTENED STRINGS ON SHADES. COMPLETE 27 JUNEL8 TW
 8 CAUSE: WIRES UNDER THE COACH AND SLIDES ARE HAVING DOWN. NPPTV
 COULD NOT FIND ANY WIRES HANGING DOWN. NO PROBLEM FOUND AT
 THIS TIME
 8 CORRECTION: COMPLETE 28 MAY-18 KW
 8 COMPLAINT: C/S JACKS ARE DOWN BUT WHEN THEY GET OUT AND CHECK THEM
 THEY ARE UP. 28 MAY-18 KW
 8 CAUSE: TESTED JACKS. FOUND ALL JACKS TO BE WORKING CORRECTLY. NO
 ISSUE FOUND AT THIS TIME
 8 CORRECTION: COMPLETE 28 MAY-18 KW

Parts Total:	\$0.00
Labour Total:	\$0.00
Sublet Total:	\$0.00
Extras Total:	\$0.00
Work Order Total:	\$0.00

DATE VEHICLE DROPPED OFF _____

DATE OF APPOINTMENT _____

REPAIR COMPLETION DATE _____

OWNER NOTIFIED OF COMPLETION @ TIME _____ DATE _____

DATE RELEASED/COLLECTED _____

I/WE, THE UNDERSIGNED, ACKNOWLEDGE THE FOREGOING AS FACTUAL, AND I/WE
 HEREBY ACKNOWLEDGE RECEIPT OF THE COMPLETED WORKORDER. I/WE HAVE
 INSPECTED MY/OUR VEHICLE AND HAVE EXAMINED THE WORK DONE. I/WE CONFIRM
 THAT THE REQUESTED WORK HAS BEEN COMPLETED TO MY/OUR SATISFACTION.

SIGNATURE OF OWNER: _____

1044
Gray Louisiana 70369
Mrs. Blenda Pierris
4215 Body Rd Dr.
Orange 78 77578

5368 1710 3467 397
LFP 08/22
PURCHASED BY JONES
X-100-1047-33

Exhibit D

LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law
2775 Sunny Isles Boulevard, Suite 150
North Miami Beach, Florida 33160

Telephone (888) 415-0610
Facsimile (888) 809-7010
Email: info@lemonlawgrouppartners.com

August 13, 2018

Thor Motor Coach, Inc.
701 CR 15
Elkhart, Indiana 46515

Re: Jesse Pierre
Vehicle: 2018 Thor Ace
VIN: 1F64F5DYXJOA08835

Dear Sir/Madam:

Please be advised that this law firm represents the legal interests of Jesse Pierre relating to the purchase of the above-mentioned vehicle. Let this letter serve as notification that you immediately cease and desist all communications with our client. The only exception is the dealership may communicate with the client in reference to future repairs. Moreover, if you make any attempts to settle with our client without including all statutory relief, including all damages attorney fees and costs the consumer is entitled to, we may file suit against you. This letter hereby notifies you of our attorney's lien with respect to our client.

Please let this letter also serve as notification that our client's vehicle is defective. The vehicle has been brought in for repairs several times for numerous defects and although you have been afforded sufficient opportunities for repairs, the defects continue to exist and substantially impair the use and value and/or safety of the vehicle. If you are interested in any further repairs pursuant to the Lemon Law you must contact me immediately. Our client demands that you immediately take action as required by law.

This letter shall also serve as our client's Revocation of Acceptance pursuant to the Uniform Commercial Code § 2608 and notice of defect under the Lemon Law. Due to the serious defects with the Vehicle since its purchase, our client hereby demands a return of the full purchase price along with all interest paid on the finance note as well as attorney fees and incidental and consequential damages within 10 days of receipt of this letter to settle this matter prior to filing a lawsuit.

Please be advised that if you do not adhere to our demands within 10 days, our client has instructed me to file a lawsuit against you asserting claims that include, but in no way are limited to, breach of warranties, both express and implied, violation of the Magnuson Moss Warranty Act, violation of the Lemon Law, revocation of acceptance, and common law breach of contract. Please direct all future communication to my attention.

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC

CC: Camping World of Lafayette, 3030 SE Evangeline Thruway, Lafayette, LA 70507



**Certificate of Service
Declaration of Mailing**

CaseMail ID: CM-0623-17098.01

On Behalf of:

Lemon Law Group Partners PLC
2775 Sunny Isles Boulevard Suite 150
North Miami Beach, FL 33160

On September 6, 2018 a copy of the following documents were deposited for delivery by the United States Postal Service, via First Class Mail, postage prepaid, with sufficient postage thereon to the following recipients.

Thor Motor Coach, Inc.
701 CR 15
Elkhart
IN
46515

The undersigned does hereby declare under penalty of perjury of the laws of the United States that I have served the above referenced document(s) on the mailing list attached hereto in the manner shown and prepared the Declaration of Certificate of Service and that it is true and correct to the best of my knowledge, information, and belief.

Dated: September 6, 2018

/S / Joe L.Ruiz
VeTrus, Corp. d/b/a CaseMail
16192 COASTAL HWY
Lewes, DE 19958

LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law
3323 NE 163rd Street
Suite 504

North Miami Beach, FL 33160

Telephone (888) 415-0610
Facsimile (888) 809-7010
Email: info@lemonlawgrouppartners.com

September 5, 2018

VIA US MAIL

Thor Motor Coach, Inc.
701 CR 15
Elkhart, Indiana 46515

Re: Jesse and Wanda Pierre
Vehicle: 2018 Thor Ace VIN: 1F64F5DYXJOA08835
Dear Sir/Madam:

As you know this law firm represents the legal interests of Jesse and Wanda Pierre relating to the purchase of a 2018 Thor Ace VIN: 1F64F5DYXJOA08835 (the "Vehicle"). On 8/20/2018 your office received our letter dated 08/13/2018 and failed to respond.

Please let this letter serve as our final attempt to settle this matter prior to filing a lawsuit and incurring unnecessary attorney fees and costs. As stated previously, the defects with the vehicle continue to exist. Due to the serious defects with the Vehicle since its purchase, Jesse and Wanda Pierre hereby demand a return of the full purchase price along with all interest paid on the finance note as well as attorney fees and incidental and consequential damages within 10 days of receipt of this letter to settle this matter prior to filing a lawsuit.

Please be advised that if you do not adhere to our demands within 7 days, Jesse and Wanda Pierre have instructed me to file a lawsuit against you.

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC

Exhibit E



**Certificate of Service
Declaration of Mailing**

CaseMail ID: CM-0623-16624.01

On Behalf of:

Lemon Law Group Partners PLC
2775 Sunny Isles Boulevard Suite 150
North Miami Beach, FL 33160

On August 14, 2018 a copy of the following documents were deposited for delivery by the United States Postal Service, via Certified Mail ERM / w signature, postage prepaid, with sufficient postage thereon to the following recipients.

Thor Motor Coach, Inc.
701 CR 15
Elkhart
IN
46515

The undersigned does hereby declare under penalty of perjury of the laws of the United States that I have served the above referenced document(s) on the mailing list attached hereto in the manner shown and prepared the Declaration of Certificate of Service and that it is true and correct to the best of my knowledge, information, and belief.

Dated: August 14, 2018

/ S / Joe L.Ruiz
VeTrius, Corp. d/b/a CaseMail
16192 COASTAL HWY
Lewes, DE 19958



Date Produced: 08/27/2018

USCERTIFIEDLETTERS:

The following is the delivery information for Certified Mail™/RRE item number 9314 8000 3860 0211 5056 26. Our records indicate that this item was delivered on 08/20/2018 at 08:16 a.m. in ELKHART, IN 46515. The scanned image of the recipient information is provided below.

Signature of Recipient :

A scanned image of a handwritten signature that appears to read "Tiffani Thompson" twice, once in cursive and once in a printed style, enclosed in a rectangular frame.

Address of Recipient :

A scanned image of a handwritten address line that reads "Pob 1486", enclosed in a rectangular frame.

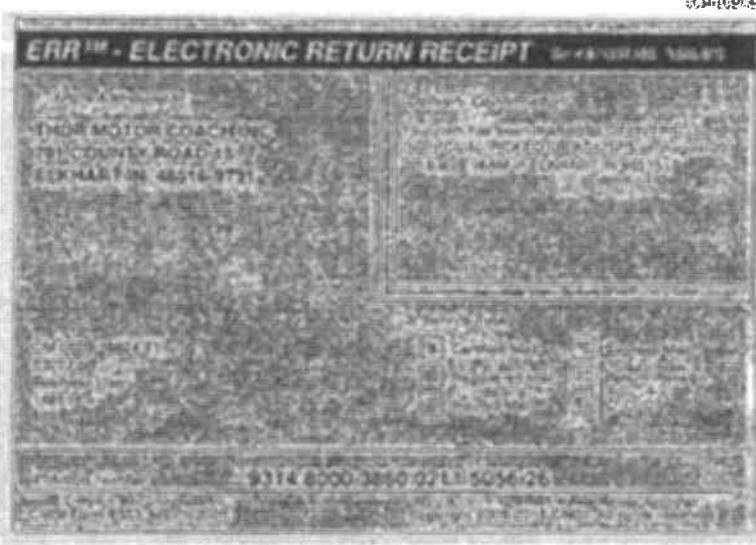
Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: CM-0623-16624.01

CaseMail ID: CM-0623-16624.01



Signature over a stamp.



ELECTRONIC TRACKING INFORMATION

9314800038600211505626

29-2002

Your item has been marked as DELIVERED INDIVIDUAL PICKED UP AT USPS on August 20, 2018 at 8:36AM in ELKHART, IN 46515.
Your item has been marked as AVAILABLE FOR PICKUP on August 18, 2018 at 11:04AM in ELKHART, IN 46516.
Your item has been marked as OUT FOR DELIVERY on August 18, 2018 at 7:32AM in ELKHART, IN 46516.
Your item has been marked as SORTING/PROCESSING COMPLETE on August 18, 2018 at 7:22AM in ELKHART, IN 46516.
Your item has been marked as ARRIVAL AT ORIGIN on August 18, 2018 at 6:30AM in ELKHART, IN 46516.
Your item has been marked as PROCESSED THROUGH USPS FACILITY on August 18, 2018 at 7:19AM in SOUTH BEND, IN 46624.
Your item has been marked as PROCESSED THROUGH USPS FACILITY on August 17, 2018 at 10:58PM in SOUTH BEND, IN 46624.
Your item has been marked as PROCESSED THROUGH USPS FACILITY on August 17, 2018 at 12:48PM in FORT WAYNE, IN 46802.
Your item has been marked as PROCESSED THROUGH USPS FACILITY on August 15, 2018 at 6:57PM in BIRMINGHAM, AL 35203.
Your item has been marked as ORIGIN ACCEPTANCE on August 15, 2018 at 5:42PM in BIRMINGHAM, AL 35203.
Your item has been marked as PRE-SHIPMENT INFO: SENT USPS AIRMAIL ITEM on August 14, 2018 at 5:29PM in BIRMINGHAM, AL 35203.
WAITING FOR USPS SCAN
20180814 00:00:00 MAINMANIFEST ACCEPTED 35203 1BMEU BIRMINGHAM

LEMON LAW GROUP PARTNERS PLC

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2775 Sunny Isles Boulevard, Suite 150
North Miami Beach, Florida 33160

Telephone (888) 415-0610
Facsimile (888) 809-7010
Email: info@lemonlawgrouppartners.com

August 13, 2018

Thor Motor Coach, Inc.
701 CR 15
Elkhart, Indiana 46515

Re: Jesse Pierre
Vehicle: 2018 Thor Ace
VIN: 1F64F5DYXJOA08835

Dear Sir/Madam:

Please be advised that this law firm represents the legal interests of Jesse Pierre relating to the purchase of the above-mentioned vehicle. Let this letter serve as notification that you immediately cease and desist all communications with our client. The only exception is the dealership may communicate with the client in reference to future repairs. Moreover, if you make any attempts to settle with our client without including all statutory relief, including all damages attorney fees and costs the consumer is entitled to, we may file suit against you. This letter hereby notifies you of our attorney's lien with respect to our client.

Please let this letter also serve as notification that our client's vehicle is defective. The vehicle has been brought in for repairs several times for numerous defects and although you have been afforded sufficient opportunities for repairs, the defects continue to exist and substantially impair the use and value and/or safety of the vehicle. If you are interested in any further repairs pursuant to the Lemon Law you must contact me immediately. Our client demands that you immediately take action as required by law.

This letter shall also serve as our client's Revocation of Acceptance pursuant to the Uniform Commercial Code § 2608 and notice of defect under the Lemon Law. Due to the serious defects with the Vehicle since its purchase, our client hereby demands a return of the full purchase price along with all interest paid on the finance note as well as attorney fees and incidental and consequential damages within 10 days of receipt of this letter to settle this matter prior to filing a lawsuit.

Please be advised that if you do not adhere to our demands within 10 days, our client has instructed me to file a lawsuit against you asserting claims that include, but in no way are limited to, breach of warranties, both express and implied, violation of the Magnuson Moss Warranty Act, violation of the Lemon Law, revocation of acceptance, and common law breach of contract. Please direct all future communication to my attention.

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC

CC: Camping World of Lafayette, 3030 SE Evangeline Thruway, Lafayette, LA 70507